



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

October 21, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT THREE TO CONTRACT NO. 76380
EXTENDING EL CARISO COMMUNITY REGIONAL PARK
PARK MAINTENANCE SERVICES CONTRACT
(SUPERVISORIAL DISTRICT 3) (3 VOTES)**

SUBJECT

The recommended action will extend the park maintenance services contract for El Cariso Community Regional Park.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the approval of Amendment No. 3 to Park Maintenance Services Contract No. 76380 with Rich Meier's Landscaping, Inc. categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the contract.
2. Find that Contract No. 76380 with Rich Meier's Landscaping, Inc. for park maintenance services at El Cariso Community Regional Park continues to be cost effective.
3. Authorize the Director of the Department of Parks and Recreation, as agent of the County of Los Angeles, to execute Amendment No. 3 to Contract No. 76380 with Rich Meier's Landscaping, Inc., effective December 1, 2014, extending the contract on a month-to-month basis, for up to 12 months, at the current rates, while the Department of Parks and Recreation completes the solicitation process.
4. Authorize the Director of the Department of Parks and Recreation, as agent of the County of Los Angeles, to increase contract cost by the contingency amount identified in the contract, as needed, for unforeseen services, emergencies and/or additional work within the scope of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve Amendment No. 3 (Amendment) to current Park Maintenance Services Contract No. 76380 (Contract) with Rich Meier's Landscaping, Inc. (Contractor). Approval of the recommended action will extend the Contract for park maintenance services at El Cariso Community Regional Park (El Cariso Park) on a month-to-month basis not to exceed 12 months in order to allow the Department of Parks and Recreation (Department) to complete several capital improvements projects at El Cariso Park for the remainder of 2014 and to complete the competitive solicitation for a new Contract.

The Department has exercised all renewal options for the current Contract, which expires on November 30, 2014. Approval of the recommended action will avoid a break in park maintenance services at El Cariso Park.

Implementation of Strategic Plan Goals

The recommended action will further the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) by maximizing the effectiveness of maintenance services, structure, and operations to support timely delivery of customer-oriented and efficient public service; and by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

The total cost of the Amendment is \$190,905 and is based on the current Contract amount for park maintenance services at El Cariso Park. The Director of the Department of Parks and Recreation (Director), by means of delegated authority, may increase the annual Contract amount by up to ten percent for a maximum total of \$209,996 to cover unexpected emergencies and unforeseen services within the current Contract scope of work. The Department's current Operating Budget includes sufficient appropriation to fund these additional services.

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the ten percent contingency amount and cost of living adjustment (COLA), without the prior approval of the Board.

OPERATING BUDGET IMPACT

The recommended actions will have no impact on the Department's Operating Budget. The Operating Budget includes sufficient appropriations for the rates of the subject Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Contract is a Proposition A contract. Thus the Department has reviewed the recommended Contractor and determined that the Contractor continues to comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to continue to pay its full time employees providing County service the living wage rate of \$11.84 per hour.

The Amendment will continue the current Contract terms, specifications, and conditions, including updated contract provisions, which include the Contractor Performance History, Green Initiatives, County's Smoking Ban Ordinance, and the updated IRS Notice 1015 bulletin and Living Wage Ordinance Program.

The Contractor has agreed to the same rates, terms, and specifications identified in the Contract.

County Counsel has approved the attached Amendment as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment for park maintenance services is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Amendment consists of maintenance of existing facilities involving negligible or no expansion of an existing use.

CONTRACTING PROCESS

On October 30, 2007, the Board approved the current Contract to provide park maintenance services for El Cariso Park with the Contractor for an initial term of two years with three one-year renewal options.

On September 25, 2009, the Board authorized the Director to execute Amendment No. 1 to reduce the annual contract amount by three percent from \$196,809 to \$190,905 and to extend the Contract for an additional two years as the County's cost-saving initiative.

On February 1, 2011, the Board authorized the Director to execute Amendment No. 2 to expand the level of the services to include landscape services at the Sierra Youth Sports Fields in Acton.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during performance of the recommended park maintenance services.

CONCLUSION

It is requested that two adopted copies of the action taken by the Board be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Alen Akopyan at (626) 821-4611 or aakopyan@parks.lacounty.gov; Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov; Kasey Dizon at (213) 738-2844 or kdizon@parks.lacounty.gov or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

10/21/2014

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney", with a stylized, flowing script.

RUSS GUINEY

Director

RG:JW:RM

KEH:IS:AA:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER 3 TO CONTRACT NUMBER 76380
FOR PARK MAINTENANCE SERVICES FOR
EL CARISO COMMUNITY REGIONAL PARK**

THIS AMENDMENT NUMBER 3 TO THE PARK MAINTENANCE SERVICES CONTRACT, made and entered this _____ day of _____, 2014

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

RICH MEIER'S LANDSCAPING, INC., hereinafter referred to as "Rich Meier's" for **park maintenance services**, hereinafter referred to as "services" for the **El Cariso Community Regional Park**, hereinafter referred to as "facility".

RECITALS

WHEREAS, on October 30, 2007, the County Board of Supervisors (Board) approved Contract Number 76380 (Contract) with Rich Meier's for the provision of Park Maintenance Services for El Cariso Community Regional Park; and

WHEREAS, on September 29, 2009, the Board authorized the Director of the Department of Parks and Recreation (Director) to execute Amendment Number 1 reducing the Contract sum and extending the Contract an additional two (2) years; and

WHEREAS, on February 1, 2011, the Board authorized the Director to expand the level of services to include landscape maintenance services at the Sierra Youth Sports Fields, located at 38110 Crown Valley Road, Acton, CA 93510 and to increase the annual contract sum; and

WHEREAS, the County desires that the park maintenance services for El Cariso Community Regional Park be extended on a month-to-month basis, for a period not to exceed 12 months, beginning December 1, 2014, under the existing rates, terms and conditions of the current Contract and Rich Meier's is willing to provide the services; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

WHEREAS, the Director has prepared said Amendment Number 3, and Rich Meier's concurs with the proposed modification; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the County and the Contractor agree that the Contract between them shall be amended as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Contract Section 1.0, "Applicable Documents", those exhibits listed below are deleted in its entirety and replaced with the following revised Exhibits:

1.1.1 Exhibit G - IRS Notice 1015

1.1.2 Exhibit J – Living Wage Ordinance

1.2 Contract Section 1.0, "Applicable Documents", is hereby amended to include the exhibits listed below:

1.2.1 Exhibit Q – "County's Smoking Ban Ordinance".

1.2.3 Exhibit R – "Certification of Compliance – Green Initiatives"

2.0 TERM

The existing Section 4.0, Term of the Contract, of said Contract, is amended to add the following paragraph:

4.6 Effective December 1, 2014, the term of this Contract is extended on a month-to-month basis not to exceed twelve (12) months, unless subjected to existing termination conditions, as identified in the Contract."

3.0 CONTRACT SUM

The existing Section 5.0, Contract Sum, of said Contract, is amended to add the following Sub-paragraph:

5.7.8 Effective December 1, 2014, payment will continue at the current rates, as noted in Exhibit A, of the Contract, incorporated herein by reference."

4.0 GREEN INITIATIVES

A new Section 9.54, entitled Green Initiatives is added to Contract Number 76380 and shall read as follows:

9.54 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use."

5.0 CONTRACTOR PERFORMANCE

A new Section 9.55, entitled Contractor Performance is added to Contract Number 76380 and shall read as follows:

9.55 CONTRACTOR PERFORMANCE

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

6.0 COUNTY SMOKING BAN ORDINANCE

A new Section 9.56, entitled County Smoking Ban Ordinance is added to Contract Number 76380 and shall read as follows:

9.56 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

The Contract is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at the County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

7.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 3 shall remain in full force and effect and are hereby reaffirmed.

8.0 EFFECTIVE DATE


The effective date of this Amendment Number 3 shall be December 1, 2014.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, has caused this Amendment Number 3 to Agreement No. 76380 El Cariso Community Regional Park to be executed by the Director of Parks and Recreation, and the Contractor has subscribed its name by and through its duly authorized officers, as of the date, month and year first written above.

COUNTY OF LOS ANGELES


By _____
RUSS GUINEY
Director of Parks and Recreation

CONTRACTOR

By  _____
RICHARD MEIER, PRESIDENT
Rich Meier's Landscaping, Inc.

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By  _____
Christina A. Salseda,
Principal Deputy, County Counsel

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } s.s.

On this 2ND day of September, 2014, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Richard Meier, as the President of Rich Meier's Landscaping, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

By 
Deputy County Clerk

EXHIBIT G

**INTERNAL REVENUE SERVICE
NOTICE NO. 1015**

EXHIBIT G



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 205991

EXHIBIT J

LIVING WAGE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.

(Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. ⁽¹⁶⁾ It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

(Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the internal services department shall be responsible for the administration of this chapter. The Chief Executive Officer and the internal services department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the internal services department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the internal services department. The internal services department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2011-0066 § 3, 2011; Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

(Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

FOOTNOTE(S):

--- (16) ---

Editor's note— Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999. ([Back](#))

EXHIBIT Q

SMOKING BAN ORDINANCE

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

EXHIBIT Q

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

EXHIBIT R

GREEN INITIATIVES



**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, _____, as the _____
Name (please print or type) Title
of _____ providing services at
Name of company

County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

Signed

Dated